

ELECTRONIC INVOICE REPORTING AND ANALYTICS PRODUCT ANNEX

The following terms and conditions in this Electronic Invoice Reporting and Analytics Annex (this "Annex"), together with the Sprint Standard Terms and Conditions for Communications Services or Sprint Master or Custom Service Agreement (the "Agreement"), as applicable, govern Sprint's provision of all Sprint Invoice Reporting and Analytics Products including: Sprint DATAVIEWSM, FONVIEW®, Invoice Detail Option, Electronic Data Interchange 811 IPS Billed, Electronic Date Interchange 811 PDN Billed, E-Billing and Analysis, Electronic Data Interchange for Wireless, Data Direct and Smart CD+ ("Products") to Customer. If a conflict exists between the Sprint Standard Terms and Conditions for Communications Services Agreement and the terms and conditions in this Annex, the terms and conditions in this Annex will control.

1. **Order.** Customer will place an order for the Product either concurrent with the execution of the Agreement or later via a Sprint-provided order form or contacting Sprint Customer Service ("Order"). The terms of the Agreement will prevail over any inconsistent terms in an Order. Orders cancelled less than 30 business days before the delivery date may be subject to a cancellation fee which may vary by Product.
2. **Price.** Customer will purchase the Products for the prices stated in the Agreement, if ordered within 30 days of the price quote. Prices may be modified annually for new software version releases and as otherwise required by the Product software vendor(s) from time to time.
3. **Delivery.** Sprint will use commercially reasonable efforts to deliver the Products to Customer on the targeted delivery date, provided that Customer has satisfied all contingencies to its purchase of the Products including any applicable advance payments and fulfilling Customer responsibilities that pertain to the Product ordered. "Deliver" will be defined as the successful transmission or mailing to Customer of software, passwords or other information required for Customer to access the Products.
4. **Acceptance.** Customer will have thirty (30) days to inspect any deliveries sent under Section 3 and either accept or reject the Products. Customer will provide Sprint with written details of the reason for any rejection and provide Sprint with a reasonable period of time to cure.
5. **Sprint Responsibilities**
 - 5.1 Sprint will provide monthly invoice information, reporting and/or analytics to Customer in a format that is consistent with the type of Product purchased by Customer.
 - 5.2 Certain Products are subject to volume limitations and, special consideration should be given to such volume issues. Please consult the applicable user guide or your Sprint account representative for more information.
 - 5.3 Sprint will provide standard customer service support to Customer for ordering requests, technical issues or any other issues related to the Products. Sprint Customer Service is available during the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time.
 - 5.4 Other than with FONVIEW® Products, Sprint will send an Implementation Guide to Customer at the time of ordering any Products. If Customer purchases the FONVIEW® Product, the Implementation Guide is embedded in the software application and will be delivered during implementation of the FONVIEW® Product.
6. **Customer Responsibilities**
 - 6.1 Customer will, at its own expense, comply with Sprint's installation and maintenance specifications for the Products.
 - 6.2 Customer will provide Sprint all requested technical information required before the Products can be delivered.
 - 6.3 Customer will provide Sprint one contact name for customer support and other administrative issues.
 - 6.4 Customer will confirm that Customer's system and software meet applicable system requirements for Product purchase.

7. **Documents; Standards.** Sprint may electronically transmit to Customer monthly invoice information, reporting and analytics documents and Customer may electronically transmit to Sprint acknowledgment forms as described in Section 12.2 (collectively "Documents"). Any transmission of electronic data, which is not a Document, shall have no force or effect between the parties unless justifiably relied upon by Customer.
8. **Product Limitations.** With the exception of EDI for Wireline and Smart CD+, the Products do not constitute legal invoices or electronic bills of lading. Customers will continue to receive a paper remittance and summary that serves as the legal invoice from Sprint. Customers should only rely on such Products for analytics, reporting and informational purposes only.
9. **Third Party Service Providers**
 - 9.1 Documents will be transmitted electronically to each party as specified in the Order either directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other.
 - 9.2 If Customer uses a Provider as set forth in Section 9.1, Sprint will transmit all Documents to Customer's Provider. After Sprint has successfully transmitted the Documents to Customer's Provider, Customer releases Sprint from all liabilities or obligations in connection with any modifications, manipulation or further transmission of the Documents by Customer's Provider.
 - 9.3 Customer will arrange and pay for transmission of Documents between Customer and Customer's Provider. Sprint will arrange and pay for transmission of Documents between Sprint and Sprint's Provider, if any.
 - 9.4 Each party shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Documents or performing related activities, for such party; provided, that if both parties use the same Provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such Provider as to such Document.
10. **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.
11. **Security Procedures.** Each party shall properly use those security procedures, including those specified in the Order, if any, which are reasonably sufficient to ensure that all transmissions or Documents are authorized and to protect its business records and data from improper access.
12. **Transmissions**
 - 12.1 **Proper Receipt.** Sprint will transmit all Documents to Customer at the location designated ("Delivery Location") by Customer at the time Services are ordered by Customer. Documents will be deemed to have been properly received by Customer once the Documents have been transmitted by Sprint to Customer or Customer's Provider at the Delivery Location.
 - 12.2 **Verification.** If Documents are transmitted via any electronic transmission including Value Added Network or Connect Direct, Customer will promptly and properly transmit to Sprint a functional acknowledgment upon proper receipt of any Documents. A functional acknowledgment shall constitute conclusive evidence a Document has been properly received.
 - 12.3 **Garbled Transmissions.** If any transmitted Document is received in an unintelligible or garbled form, Customer will promptly notify Sprint Customer Service in a reasonable manner. Upon notice from Customer of a garbled transmission, Sprint will attempt to retransmit the Documents to Customer. If the above notification and retransmission does not remedy the situation, Customer must notify Sprint for joint resolution of the transmission. In the absence of such notification, Sprint's records of the contents of such Document will control.
13. **Technology Migration.** As a normal course of technology evolution, Sprint will continue to update and upgrade its suite of services or features. Due to this, at some time during the term of the Agreement, Sprint may choose to modify or enhance some of the features associated with the electronic invoice, reporting and/or analytics offerings identified below or transition Customer to an alternative reporting Product with 60 days advance written notice.

14. Validity; Enforceability

- 14.1 Any Document properly transmitted pursuant to this Agreement shall be considered in connection with any Transaction or this Agreement, to be a "writing" or "in writing"; and shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 14.2 The conduct of the parties pursuant to this Agreement, including the use of Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement.
- 14.3 The parties agree not to contest the validity or enforceability of Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Subject to the limitations set forth in Section 8 ("Product Limitations") above, Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be legally binding and admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Documents were not originated or maintained in documentary form.

15. License of Software

- 15.1 **General.** "Software" means any program stored on any media, including but not limited to, semiconductor device, disk or other memory device, computer memory, or internet site and including related items. Sprint grants to Customer a nontransferable royalty-free, revocable sublicense to use the Software during the Term, provided that the Software is only to be used for the purposes contemplated by the parties and for which it was acquired. If applicable, this right is contingent on payment of applicable license fees (rental price) and any end-user license agreements.
- 15.2 **Ownership.** Customer acknowledges that the Software is proprietary to Sprint or Sprint's third party vendors. Title to the Software will remain with Sprint or the third-party owners.
- 15.3 **Right to Copy.** Customer may copy the object code of the Software for back-up or archival purposes. Each copy of the Software made by Customer will include the proprietary notice contained in the Software as delivered by Sprint.
- 15.4 **Limitations.** Customer will not (and will not assist any third party to) reverse assemble, reverse compile or reverse engineer the Software.